

# Exhibit T

**MONSANTO**

**MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166

**INVOICE**

DIVISION SALES

CUSTOMER'S ORDER NO. <b>P53377 REL 1</b>		DATE ENTERED <b>03-02-72</b>	DATE SHIPPED <b>03-16-72</b>	INVOICE DATE <b>03-16-72</b>	INVOICE NO. <b>14-03-36410</b>
BILL TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741		2-2-1		
	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741		COPIES TO		
SHIPPED TO	WHSE	BOOKED THRU	S. Div	TERMS	TYPE
	0003	12-37	02	020	01
	ACCTS. REC. NO.	CITY-STATE	CUSTOMER I.D.		
	006385	0270-20	10001013		
	EV	LOCK BOX 01			
PPD OR COL.	DELIVERY F.O.B.	TERMS OF PAYMENT			SHIPPER NO.
PPD	AS INDICATED BELOW	NET 30 DAYS			4831699
SHIPPED FROM	CAR NO./TT. CARRIER	CUSTOMER SERVICE REPRESENTATIVE			
SAUGET IL	MONX008617	C JORDAN			

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL BULK	90,100.00 LB
	PART 92-26	
	AROCLOR 1016	AT .1800
	1040-016-16-0003-47-06-S-02250A	
	FOB SAUGET IL	90,100.00 LB
	MINIMUM FREIGHT ALLOWED	
PAGE 1		16,218.00

CR200 ORG (REV. 10/71)

0391092

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MONSANTO COMPANY  
ST. LOUIS, MISSOURI 63166

CREDIT

DUPLICATE

CUSTOMER'S ORDER NO. <b>P53377REL2</b>		DATE ENTERED <b>- -</b>	DATE SHIPPED <b>03-31-72</b>	INVOICE DATE <b>04-21-72</b>	INVOICE NO. <b>14-04-94260</b>
BILL TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			2 PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW	
	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049	
SHIPPED TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166	
PPD OR COLLECT		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT		SHIPPER NO. <b>487000</b>
SHIPPED FROM <b>SAUGET IL</b>		CAR NO./TT CARRIER		CUSTOMER SERVICE REPRESENTATIVE <b>JORDAN</b>	

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
	CREDIT TO DEDUCT FRT ON INV 140339280 DTD 3-31-72 SHOULD HAVE BEEN MIN FRT PPD	
1	1 GL 1PART 92-26 AROCLOX 1016 1040-016-16-0003-47-06- -02250A FOB SAUGET IL  FOR FRT FRM SAUGET TO NEW BEDFORD MASS	1,465.00
PAGE 1		1,465.00

CB200 ORG. (REV. 10-71)

0391088

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

YHAGHAGD OTHAPROM  
 08100 BUOPPA 2HUGAT

### TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it, in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
  - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
  - (2) In case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0391089

**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166**DUPLICATE**  
**INVOICE**

CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO
P53377 REL 12	10-12-72	10-12-72	10-12-72	14-10-70571

<b>BILL TO</b>	<b>AEROVOX CORPORATION</b> <b>740 BELLEVILLE AVENUE</b> <b>NEW BEDFORD, MASSACHUSETTS 02741</b>	<b>2</b> <b>PAYMENT</b>	PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW

<b>SHIPPED TO</b>	<b>AEROVOX CORPORATION</b> <b>740 BELLEVILLE AVENUE</b> <b>NEW BEDFORD, MASSACHUSETTS 02741</b>	<b>MONSANTO COMPANY</b> <b>BOX 8495</b> <b>CHURCH ST STATION</b> <b>NEW YORK N Y 10249</b>	<b>INQUIRIES</b> Customer Service Center - St. Louis <b>MONSANTO INDUSTRIAL CHEMICALS CO.</b> St. Louis, Missouri 63166

<b>TERMS OF PAYMENT</b> <b>COL</b>	<b>DELIVERY F.O.B.</b> <b>AS INDICATED BELOW</b>	<b>TERMS OF PAYMENT</b> <b>NET 30 DAYS</b>	<b>SHIPPER NO</b> <b>5218102</b>
<b>SHIPPED FROM</b> <b>SAUGET IL</b>	<b>CAR NO/TT CARRIER</b>	<b>CUSTOMER SERVICE REPRESENTATIVE</b> <b>C JORDAN</b>	

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	33 600 LB METAL DRUM AROCUR 1016 AT 19,800.00 LB 1040-016-16-0003-47-06-S-02250A .2600 FOB SAUGET IL 19,800.00 LB	5,148.00
<b>PAGE 1</b>		<b>5,148.00</b>

CR200-ORG (REV 1/72)

0391094

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

**FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

**2 BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

**3 WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

**4 SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

**5 LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

**6 LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

**7 PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

**8 FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

**9 LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.


**10 FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

**11 MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166

DUPLICATE

**INVOICE**

CUSTOMER'S ORDER NO <b>P53377 REL 11</b>		DATE ENTERED <b>10-12-72</b>	DATE SHIPPED <b>10-30-72</b>	INVOICE DATE <b>10-30-72</b>	INVOICE NO <b>14-10-73204</b>
<b>BILL TO</b>	<b>AEROVOX CORPORATION</b> <b>740 BELLEVILLE AVENUE</b> <b>NEW BEDFORD, MASSACHUSETTS 02741</b>			<b>2</b>	
				PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW	
<b>SHIPPED TO</b>	<b>AEROVOX CORPORATION</b> <b>740 BELLEVILLE AVENUE</b> <b>NEW BEDFORD, MASSACHUSETTS 02741</b>			<b>MONSANTO COMPANY</b> <b>BOX 8495</b> <b>CHURCH ST STATION</b> <b>NEW YORK N Y 10249</b>	
				MAIL INQUIRIES  Customer Service Center - St. Louis <b>MONSANTO INDUSTRIAL CHEMICALS CO</b> St. Louis, Missouri 63166	
FFD OR COLLECT <b>COL</b>		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT <b>NET 30 DAYS</b>		SHIPPER NO <b>5218458</b>
SHIPPED FROM <b>SAUGET IL</b>		CAR NO./TT CARRIER <b>MUNX008627</b>		CUSTOMER SERVICE REPRESENTATIVE <b>C JORDAN</b>	

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL BULK PART 92-26	93,000.00 LB
	AT .2050	19,065.00
	1040-016-16-0003-47-06-S-02250A FOB SAUGET IL	93,000.00 LB
	THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS (PCBS) WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTANT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PERVENT ANY  ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS	

C2000 ORG. (REV. 1/72)

0391106

TERMS AND CONDITIONS, NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.



**1. FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

**2. BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods heretofore delivered.

**3. WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

**4. SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

**5. LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

**6. LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

**7. PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

**8. FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

**9. LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

**10. FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

**11. MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.



**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166**DUPLICATE  
INVOICE**

CUSTOMER'S ORDER NO <b>P53377 REL 11</b>		DATE ENTERED <b>10-12-72</b>	DATE SHIPPED <b>10-30-72</b>	INVOICE DATE <b>10-30-72</b>	INVOICE NO <b>14-10-73204</b>
BILL TO			PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW		
			<b>MONSANTO COMPANY</b>		
SHIPPED TO			MAIL <b>INQUIRIES</b>		
			Customer Service Center - St. Louis <b>MONSANTO INDUSTRIAL CHEMICALS CO.</b> St. Louis, Missouri 63166		
FPD OR COLLECT <b>COL</b>	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT <b>NET 30 DAYS</b>			SHIPPER NO <b>5218458</b>
SHIPPED FROM <b>SAUGET IL</b>		CAR NO/TT CARRIER <b>MONX008627</b>		CUSTOMER SERVICE REPRESENTATIVE <b>C JORDAN</b>	

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
	<p>WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRONMENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CANNOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.</p>	
PAGE 2		19,065.00

CR200 ORG (REV 1-72)

0391108

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

YEAH OTTOMAN  
DATE INVOICE: 2001 10

0400201

SI-11-01 SI-11-01 SI-11-01 SI-11-01

**1. FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

**2. BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

**3. WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

**4. SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

**5. LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

**6. LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

**7. PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

**8. FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

**9. LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

**10. FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

**11. MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166

DUPLICATE

**INVOICE**

CUSTOMER'S ORDER NO. <b>P53377 REL 15</b>		DATE ENTERED <b>11-20-72</b>	DATE SHIPPED <b>11-20-72</b>	INVOICE DATE <b>11-20-72</b>	INVOICE NO. <b>14-11-76461</b>
BILL TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			2 PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW	
	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249	
SHIPPED TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			MAIL INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166	
F.O.D. OR COLLECT <b>COL</b>		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT <b>NET 30 DAYS</b>		SHIPPER NO. <b>5284112</b>
SHIPPED FROM <b>SAUGET IL</b>		CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE <b>W MADDOX</b>		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	20 600 LB METAL DRUM AROCOR 1016 AT 12,000.00 LB 1940-016-16-0003-47-06-S-02250A .2600 3,120.00 FOB SAUGET IL 12,000.00 LB	
PAGE 1		3,120.00

C.R.M. ORC REV 1/72

0391104

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

RECEIVED

1 **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party, or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

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5 **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6 **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7 **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8 **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9 **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10 **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11 **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166

DUPLICATE

**INVOICE**

CUSTOMER'S ORDER NO. <b>P53377REL14</b>		DATE ENTERED <b>11-20-72</b>	DATE SHIPPED <b>12-05-72</b>	INVOICE DATE <b>12-05-72</b>	INVOICE NO. <b>14-12-78504</b>
BILL TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			2	
	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			PAYMENT PLEASE MAKE CHECKS PAYABLE TO <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW	
SHIPPED TO	AEROVOX CORPORATION 740 BELLEVILLE AVENUE NEW BEDFORD, MASSACHUSETTS 02741			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249	
	MAIL INQUIRIES TO Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO St. Louis, Missouri 63166				
FREIGHT COLLECT		DELIVERY F.O.B.	TERMS OF PAYMENT		SHIPPER NO.
<b>COL</b>		AS INDICATED BELOW	<b>NET 30 DAYS</b>		<b>5263775</b>
SHIPPED FROM		CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE		
<b>SAUGET</b>		<b>IL</b> <b>MONXC08619</b>	<b>W MADDOX</b>		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL BULK PART 92-26	92,900.00 LB
	AT .2050	19,044.50
	1040-016-16-0003-47-06-S-02250A FOB SAUGET IL	92,900.00 LB

THIS PRODUCT CONTAINS  
POLYCHLORINATED BIPHENYLS  
(PCBS) WHICH SOME STUDIES  
HAVE SHOWN MAY BE PERSISTANT  
AN ENVIRONMENTAL CONTAMINANT  
AND POSSIBLY INJURIOUS TO  
CERTAIN FORMS OF BIRD AQUATIC  
AND ANIMAL LIFE. PERVENT ANY

ENTRY INTO THE ENVIRONMENT  
THROUGH SPILLS LEAKAGE DIS-  
POSAL VAPOURISATION RE-USE  
OF CONTAINERS OR OTHERWISE.  
SPILLS LEAKAGES AND WASTE  
PRODUCT MUST BE COLLECTED.  
USE OF THIS PRODUCT MUST BE  
RESTRICTED TO APPLICATIONS

PAGE 1

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YMAHICOTRAPMOM  
DETER INDOCEPM, RIUOL, 12

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## TERMS AND CONDITIONS

**FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party. In the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent, if, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

**2 BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

**3 WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

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**5 LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

**6 LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

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**9 LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

**10 PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

- (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
- (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

**11 FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

**12 MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

**Monsanto****MONSANTO COMPANY**  
ST. LOUIS, MISSOURI 63166

DUPLICATE

**INVOICE**

CUSTOMER'S ORDER NO <b>P53377REL14</b>		DATE ENTERED <b>11-20-72</b>	DATE SHIPPED <b>12-05-72</b>	INVOICE DATE <b>12-05-72</b>	INVOICE NO <b>14-12-78504</b>
BILL TO	<p>PLEASE MAKE CHECKS PAYABLE TO: <b>MONSANTO COMPANY</b> MAIL TO P.O. BOX LISTED BELOW</p>				
SHIPPED TO	<p><b>MONSANTO COMPANY</b></p>				
	<p>MAIL INQUIRIES TO Customer Service Center - St. Louis <b>MONSANTO INDUSTRIAL CHEMICALS CO</b> St. Louis, Missouri 63166</p>				
TERMS OF PAYMENT	DELIVERY F.O.B.	TERMS OF PAYMENT			SHIPPER NO
<b>COL</b>	<b>AS INDICATED BELOW</b>	<b>NET 30 DAYS</b>			<b>5283775</b>
SHIPPED FROM		CAR NO/11 CARRIER	CUSTOMER SERVICE REPRESENTATIVE		
<b>SAUGET IL</b>		<b>MONX008619</b>	<b>M HADDQX</b>		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
	<p>WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRONMENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.</p>	
PAGE 2		19,044.50

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TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.



**TERMS AND CONDITIONS**

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**4. SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

**5. LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

**6. LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

**7. PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

**8. FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

**9. LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

**10. PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

- (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
- (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

**11. FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

**12. MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.